



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

USDA-FOREST SERVICE
UTAH ACQUISITION SUPPORT CENTER
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119-2020
FAX 801-975-3483

SOLICITATION NO. **AG-84N8-S-14-0013**

OFFERS ARE SOLICITED FOR: **JANITORIAL SERVICES – BEUS CANYON WORK STATION**

SET-ASIDE: **SMALL BUSINESS**

IMPORTANT – NOTICE TO OFFEROR:

AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS BACK WITH THEIR RESPONSE TO THIS SOLICITATION:

- SF 1449, Solicitation/Contract/Order for Commercial Items (Complete, Date and Sign) – Page 2
- Schedule of Items (Complete Unit Price and Amount) – Page 3-4
- FAR 52.212-3 Offeror Representations and Certifications-Commercial Items (Found in Section 9.1) – Page 30-40
- Response to Evaluation Factors (Found in Section 11.1) – Page 43
- Offeror shall submit experience and past performance information. The Experience & Past Performance form found in Exhibit C or similar form may be used. – Page 56
- AGAR Advisory 104 A (Found in Exhibit D) – Page 57

IT IS REQUIRED YOU WRITE THE SOLICITATION NUMBER ON THE OUTSIDE OF YOUR ENVELOPE OR FAX COVERSHEET.

Return to: Utah Acquisition Support Center
ATTN: Christine Howick
2222 West 2300 South
Salt Lake City, UT 84119-2020
Solicitation No. AG-84N8-S-14-0013

Please keep a copy of your quote for your records.

IT IS REQUIRED THAT ALL CONTRACTORS BE REGISTERED AND VALID IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE PRIOR TO THE CLOSE DATE OF THIS SOLICITATION.

THE WEBSITE IS WWW.ACQUISITION.GOV OR WWW.SAM.GOV

IT IS ALSO REQUIRED THAT THE CONTRACTOR BE REGISTERED IN THE SAM DATABASE UNDER THE NAICS CODE THAT THIS SOLICITATION IS BEING ISSUED UNDER.

ALL SOLICITATIONS SHALL BE ISSUED THROUGH THE GOVERNMENT POINT OF ENTRY WEBSITE ([HTTP://WWW.FBO.GOV](http://WWW.FBO.GOV)). NO PAPER SOLICITATIONS SHALL BE ISSUED. IT IS THE OFFERORS RESPONSIBILITY TO WATCH FOR ANY AND ALL AMENDMENTS TO THE SOLICITATION, WHICH SHALL BE ISSUED ELECTRONICALLY THROUGH THE GOVERNMENT POINT OF ENTRY WEBSITE.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER		PAGE 2 OF						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER AG-84N8-S-14-0013		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Christine Howick, Purchasing Agent				b. TELEPHONE NUMBER (No collect calls) 801-975-3725		8. OFFER DUE DATE/LOCAL TIME					
9. ISSUED BY: CODE				10. THIS ACQUISITION IS UNRESTRICTED SET ASIDE: 100% FOR SMALL BUSINESS NAICs: 561720 SIZE STANDARD: \$16.5		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE		12. DISCOUNT TERMS					
15. DELIVER TO CODE See Schedule of Items						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)							
						13b. RATING							
						14. METHOD OF SOLICITATION X RFQ IFB RFP							
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE				16. ADMINISTERED BY CODE									
TELEPHONE NO. DUNS# FAX NO. TIN#				18a. PAYMENT WILL BE MADE BY CODE									
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		****See Attached Schedule of Items**** Janitorial Services – Beus Canyon Work Station Weber County, Ogden, Utah Schedule of Items for Base Year and Four Options Years will need to be filled out and submitted in response to this RFQ <i>(Attach Additional Sheets as Necessary)</i>											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA X ARE ARE NOT ATTACHED													
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCES FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE OFFER DATED. YOUR OFFER ONSOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT.				32c. DATE		36. PAYMENT COMPLETE PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
						42a. RECEIVED BY (Print)							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)							
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

SCHEDULE
Janitorial Services – Beus Canyon Work Station

1.1 SCHEDULE OF ITEMS

Item 0001 - BASE YEAR – April 1, 2014 through March 31, 2015					
Sub Item	Description	Quantity	Unit	Unit Price	Total
1a	Janitorial Services Beus Canyon Work Station	12	Month	\$	\$
Total Quote: \$					

Item 0002 – OPTION YEAR ONE – April 1, 2015 through March 31, 2016					
Sub Item	Description	Quantity	Unit	Unit Price	Total
2a	Janitorial Services Beus Canyon Work Station	12	Month	\$	\$
Total Quote: \$					

Item 0003 – OPTION YEAR TWO – April 1, 2016 through March 31, 2017					
Sub Item	Description	Quantity	Unit	Unit Price	Total
3a	Janitorial Services Beus Canyon Work Station	12	Month	\$	\$
Total Quote: \$					

Item 0004 – OPTION YEAR THREE – April 1, 2017 through March 31, 2018					
Sub Item	Description	Quantity	Unit	Unit Price	Total
4a	Janitorial Services Beus Canyon Work Station	12	Month	\$	\$
Total Quote: \$					

Item 0005 – OPTION YEAR FOUR – April 1, 2018 through March 31, 2019					
Sub Item	Description	Quantity	Unit	Unit Price	Total
5a	Janitorial Services Beus Canyon Work Station	12	Month	\$	\$
Total Quote: \$					

Total Base and All Option Years				Total: \$	

The Government intends to award a fixed price contract for a base year and four option years as indicated above. Please indicate the fixed price for each year of the contract in the schedule of items. Price should be inclusive of all supplies and services as outlined in the Statement of Work. All labor costs must be in compliance with the attached Federal Wage Determination.

OPTION ITEM: FAR 52.217-5 – Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of option will not obligate the Government to exercise the options(s).

Option to Extend the Term of the Contract: - FAR 52.217-9 (MAR 2000)

- (a) The Government may extend the term of the contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed Base with 4 options years.

Name of Company (please print):_____ Date:_____

Signature of Company Agent:_____ Phone:_____

Printed Name of Company Agent:_____ DUNS Number:_____

E-Mail Address:_____

2 - PERFORMANCE WORK STATEMENT

JANITORIAL SERVICES – Beus Canyon Work Station

2.1 SCOPE OF WORK

The Contractor shall provide all labor, supervision, transportation, equipment, safety, supplies and materials (except those supplies and materials designated as Government-furnished) and incidentals necessary to complete the janitorial service requirements, in accordance with the attached specifications for the Forest Health Protection, Ogden Field Office, Beus Canyon Work Center located at 4746 South 1900 East, Ogden, Utah 84403 for the initial period of April 1, 2014 through March 31, 2015 with the option for four additional annual periods.

Services shall include, but not be limited to: vacuuming all carpeted areas, removing minor carpet stains, wiping off counters, empty trash cans, cleaning one shower, two toilets, four sinks, sweeping and mopping floors Twice a year steam clean carpets and rugs, washing windows (inside and outside) including sills and dusting blinds.

The period of performance shall be from date of award for one year, with a Government option to renew for 4 full additional years, in accordance with Far Clause 52.217-9 (MAR 2000), Option to Extend the Terms of the Contract (see Terms and Conditions Continued).

2.2 DESCRIPTION AND LOCATION OF WORK SITE

The janitorial work to be performed is located at the Beus Work Center 1.00 miles east of Harrison Boulevard and 46th Street in Ogden, Utah. Janitorial services are required for the following buildings (see **Site Map, Exhibit F page 60**):

- (a) **Main Office** (with basement): Building has 2 levels and consists of approximately 2,200 square feet of office and lab space. The office areas, hallways and interior stairs are carpeted. The restrooms and lab area have vinyl flooring. The main level has 4 office areas, 1 restroom, 2 hallways, 2 conference areas, and 1 kitchenette. Majority of the flooring is carpet with vinyl flooring in the bathroom. The basement has 3 office areas, 1 restroom with a shower, 2 hallways, 2 storage areas and 1 plant pathology lab. The offices, hallway and storage area flooring is carpet. The bathroom, hallway, lab and storage area is vinyl flooring. The building has 3 entrances, the front is split-entry with stairs going up to the main level and the other set of stairs going to the basement. The main level has a side entrance and the basement has a walk-out.
- (b) **Entomology Lab** (with greenhouse): Building consists of approximately 300 square feet of office and lab space with sink. The office and lab area have tile flooring. **No service is required in the greenhouse area.** The building has 3 entrances 2 in the lab area and 1 from the greenhouse.
- (c) **Library/Office** (with storage area): Building consists of approximately 1,000 square feet of office and library space. The office and library area are carpeted. **No service is required in the storage room area.** The building has 2 entrances 1 into the library and 1 from the storage area.

There are approximately 8 full-time employees working at this work station.

2.3 CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- Be responsible for the management and operational decisions to meet the quality standards required under this contract.
- Use innovation, technology and other means and methods to develop and perform the most efficient cleaning services for the building.
- The Contractor shall prevent his employees from disturbing papers on desks, opening drawers or cabinets, or using telephones and office machines provided for Official Government use, and see that all articles found by contractor employees are turned in to an official of the Forest Service.
- Shall be responsible for all damages to persons or property that occurs as a result of his negligence, as well as that resulting from acts of his employees, agents or subcontractors, and the contractor shall save and keep harmless the Government against any or all loss, cost, damage, claims, expense, or liability in connection with the performance of

this contract.

- Shall supply some type of identification that must be worn at all time while on the premises by the contractor or his/her employees (FAR 4.1303 Personal Identity Verification of Contractor Personnel).
- Shall inform the COR of any items in need of repair/replacement.
- Shall turn on lights in rooms only during the time needed to perform the required work and shall ensure that all lights, except those required remaining on, are turned off in each room as it is completed, for energy conservation.
- The Government will not be responsible in any way for damage, fire, theft, accident, or otherwise, to the Contractor's stored supplies, materials, equipment, or to the Contractor's belongings brought into the building.

2.4 KEY CONTROL

The Contractor will establish and implement methods of ensuring that all keys issued by the Government are kept secure in the Contractor's possession and are not used by unauthorized persons.

- Keys issued by the Government shall not be duplicated.
- The Contractor will report the occurrence of a lost key to the contracting officer no later than the next duty day.
- The Contractor will be required to reimburse the Government for replacement of the locks or re-keying as a result of the Contractor loss of keys. In the event a master key is lost or duplicated, all locks and keys for that system will be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.
- It is the responsibility of the Contractor to prohibit the use of keys issued by the Government to persons other than the Contractor's employees. It is also the responsibility of the Contractor's employees to prohibit the opening of locked areas by Contractor's employees to permit entrance of persons other than Contractor's employees engaged in the performance of assigned work in those areas.

2.5 WORK HOURS

The performance of weekly cleaning activities shall take place between the hours of 6:00 p.m. and 6:00 a.m., Monday through Friday and anytime Saturday through Sunday. The hours shall not be changed unless authorized by the Contracting Officer. Semi-annual Heavy Cleaning activities shall be scheduled and performed only with prior written approval from the COR.

The janitorial services shall be performed in such manner that there will be minimal interruptions to or interfere with the normal operation of Government business on the premises.

Holidays observed by the government employees are as follows: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. When the Holiday falls on Saturday it is observed on the adjacent Friday or Monday, respectively.

2.6 BUILDING ACCESS

Contractor's employees will be provided with access key and shall not allow any unauthorized person into the building.

2.7 MEASUREMENT AND PAYMENT

Measurement of Work is based upon time unit of the month. Unit cost should be total monthly cost to perform weekly and semi-annual cleaning tasks as required for the building.

Payment will be made monthly in arrears for janitorial services satisfactorily provided. Payment may be withheld at the Government's discretion, until all performance standards have been met or for services that have not been provided.

When the building is closed by the government during periods of inclement weather or for their reasons, such as administrative leave as a result of potential hazardous condition, the Contractor shall be allowed access. Payment of the Contractor shall be made for work stoppage due to inclement weather and/or temporary closing of the Government facility during hazardous conditions, provided the contractor pay the employees for those days.

Task Descriptions and Performance Standards

Clean Floors

Vacuum Carpets and Rugs: Carpet areas (floors, entrance mats and stairs) shall be free of dirt, debris and other foreign matter and appear clean and uniform in appearance or verified clean twice (2) weekly. All tears, burns and raveling shall be brought to the attention of the Contracting Officer Representative. Around desks, carpeted floor space shall be vacuumed to extent possible without moving or picking up items left on the floor. Exceptions are chairs and trash receptacles shall be moved to clean carpet beneath these items. All moved items shall be returned to their original position. Carpet spots shall be removed as needed. Any spots that cannot be removed shall be brought to the attention of the Contracting Officer Representative. High use areas may need to be vacuumed twice a week while low area may need to be vacuumed only once per week.

Steam Clean Carpets and Rugs: Steam clean carpets and entrance mats to remove dirt, debris and spots. Steam cleaning will leave carpet with a uniform appearance and be conducted in accordance with commercial standards. Items on the floor shall be moved by the Government prior to cleaning the carpet. The carpet shall be dry before customers occupy the building on the next business day. Times for carpet cleaning shall be coordinated with the Contracting Officer Representative one (1) week in advance in order to provide notice to the government personnel working in the offices. Steam cleaning of carpets shall be conducted twice (2) annually typically in the spring (May) and in the fall (October).

Sweep Hard Floor Surfaces – Linoleum and Tile: The entire hard floor surface located throughout the facilities, including splash boards, shall be cleaned on a minimum weekly basis or as needed sooner. Chairs, trash receptacles and other movable items shall be moved to maintain floors beneath these items. All moved items shall be returned to their original and proper position. Floors shall have a uniform appearance without soil, dust, debris and litter.

Mop Floors: All hard floor surfaces are to be disinfected twice weekly. Chairs, trash receptacles and other movable items shall be moved to maintain floors beneath these items. All moved items shall be returned to their original and proper position. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue or any evidence of soil, stain film urine deposits, or standing water. Walls, baseboards and other surface shall be free of splashing and markings from the equipment. There shall be no visible buildup in corners or crevices. Floors shall be treated as necessary to maintain sanitary conditions and a clean, uniform appearance.

Empty Trash Receptacles

Trash Receptacles: All waste generated in the building shall be collected and removed, twice (2) a week. Trash receptacles shall be left clean, free of foreign matter and free of odors. Any obviously soiled or torn plastic trash liner shall be replaced. It is the intent of the Government to keep the maximum amount of material from the landfill. To help us in this mission for small amount or dry trash combine collection with other bags. Collected trash shall be removed and placed in the outside trash can. Liners are to be provided by the Government reported to the Contracting Officer Representative to replenish supplies.

Recycle Containers: All recycle products including the paper shredder material will be removed from the building by the Government and placed in the outside recycle receptacle.

Outside Trash Receptacles: Solid waste, trash and debris shall be emptied into the black container. Recycle products shall be emptied into the blue container. The Government shall be responsible for the weekly curbside trash and recycle pickup.

Clean Restrooms

Clean bathroom fixtures: All surfaces of counter, sinks, toilet bowls, faucet fixtures, and other such surfaces shall be cleaned and disinfected using a germicidal detergent or verified clean twice (2) weekly. After cleaning, receptacles shall be free of deposits, direct streaks and odor. Seats shall be left in a raised position. All malfunctions shall be reported to the Contracting Officer Representative.

Shower Stall: All surfaces of the shower shall be clean and disinfected. After cleaning, the shower shall be free of streaks, stains, spots, mold, mildew and encrustation or mineral deposits, twice (2) a week. All malfunctions shall be reported to the Contracting Officer Representative.

Clear Mirrors: Mirrors shall be clean and free of dirt, dust, streaks, smudges, watermarks and shall not be cloudy, twice (2) a week.

Replenish supplies: Paper towels, soap and toilet paper dispenser shall be kept filled using Government furnished products twice (2) a week. Additional same products shall be made available for replenishing by resident employees as needed. For instance, extra rolls of toilet paper shall be located in the restrooms so building occupants can replace empty roll.

Clean Break Room/Kitchen Areas/Hallways/Conference Room

Disinfect Conference Tables and Kitchen/Receptionist Counter Tops: Break room counter tops, reception counter and conference tables shall be cleaned and disinfected twice (2) a week. Counter and table tops shall be free of streaks, stains, spots, smudges and obvious soil. **Cleaning the refrigerator, microwave, toaster oven, coffee maker, and dirty dishes are the Government's responsibility, as well as putting away clean dishes in the dish drainer.** Papers and other movable items shall be moved to clean beneath these items. All moved items shall be returned to their approximate position.

Clean Sink: Sinks shall be cleaned and sanitized. Fixtures shall be maintain a high level of luster and shall be free of dust, mold, mildew, streaks, stains and encrustation or mineral deposits, twice (2) a week. All malfunctions shall be reported to the Contracting Officer Representative.

Other Misc. Cleaning

Clean Windows: Cleaning windows inside and outside semi-annually. Times for window cleaning shall be coordinated with the Contracting Officer Representative one (1) week in advance in order to provide government personnel time to move personal items.

Dusting: Dusting of venetian blinds and window sills semi-annually. Do not clean or disturb employee's desk area including papers, computers, keyboards and telephones.

Government-Furnished Property

The Government will furnish an unsecured space in the main building under the stairs for the Contractor's use. Equipment must be kept neat and clean and be returned to the Government at the expiration of the contract in reasonably the same condition as at the time of entering into the contract.

No reactive, flammable, or explosives such as aerosol cans with flammable propellants or gasoline will be stored in the building.

The Government will furnish all utilities, biobased and recycled products for the Contractor's use.

Toilet Tissue
Hand Soap

Paper Towels
Trash Liners

Contractor-Furnished Supplies and Equipment

The Contractor shall provide all necessary supplies needed for the performance of the work of this contract in a timely manner. Lack of Contractor furnished supplies or materials shall not be considered an acceptable cause for non-performance of this contract. The Contractor shall be responsible for ordering determining inventory levels, processing receipts, storing material, etc.

The Contractor shall furnish all necessary cleaning equipment including floor cleaning equipment; vacuum cleaner equipment with High Efficiency Particulate Air (HEPA) filters able to trap at least 99.97 percent of all airborne particles that are collected by the vacuum cleaners. Such equipment shall be of the size, type, and condition customarily used in this work, shall conform to all applicable safety codes, and shall meet the approval of the COR. Defective equipment shall be brought immediately or as soon as feasible possible, to the attention of the COR, and repaired or replaced at the Contractor's expense within 48 hours.

All equipment must be properly guarded and meet all applicable OSHA standards. HEPA vacuum cleaners should meet the minimum requirements of the Carpet and Rug institute's Green Label Program. Filters should be replaced as necessary and in accordance with manufacturer's directions. The Contractor shall immediately stop using equipment that needs repair. Repair or replacement of damage equipment must be made within 48 hours. Equipment will be used only for its intended purpose. Contractor shall never use any equipment that has not been approved by the COR, in need of repair, or unsafe.

Biobased Products

In performing this contract, the contractor shall make maximum use of biobased products designated by USDA. The USDA Bio Preferred Catalog is available on-line. (See clause 52.223-2 Affirmative Procurement of Biobased Products for exceptions to using biobased products.)

Contractor shall prepare a list of biobased products proposed for use and submit the list with the original solicitation proposal.

The following is a list of categories for products that may be required for performance of custodial duties. Each product submitted for use under this contract must be identified with at least one of these categories (some products may be listed more than one category). Labeling shall be printed on all containers.

All purpose cleaner	Heavy duty cleaner
Carpet shampoo	Disinfectant sanitizer
Extraction Fluid	Hard floor cleaner
Neutral cleaner (liquid)	Spot and stain remover
Bathroom cleaner	Glass cleaner
Lime and scale remover	Stainless steel polish
Toilet bowl cleaner	Floor tile cleaner

Environmentally-Preferable Products

The Contractor shall use Environmentally Preferable Product and Services. “Environmentally preferable” means that a product or service has a lesser or reduced detrimental effect on human health and the environment when compared with competing products or services that serve the same purpose. USDA is committed to occupying “green” facilities and working toward sustainable development.

The Contractor will take every precaution to ensure that only safe and environmentally preferable products are used. Information can be obtained from Federal, state, and local agencies concerning safe chemical cleaning materials. Preference will be given to cleaning products meeting the criteria under Green Seal’s Standard GS-37 for Commercial and Institutional Cleaners (www.greenseal.org). If products do not have the “Green Seal” label, they may have a third party certification that shows their product meets the “Green Seal” criteria.

- (1) The Contractor shall not use materials, chemicals, or compounds which the Contracting Officer Representative determines would be unsuitable for the intended purpose, or harmful to the surfaces to which applied, or as might be the case for such items as paper or soap products, unsatisfactory for use by occupants.
- (2) The Contractor shall, as part of their Quality Control Plan, develop and maintain a low impact environmental cleaning fluid and housekeeping policy that addresses sustainable cleaning and hard flooring coating systems products and the utilization of concentrated cleaning products.

Safety

Safety Hazards inherent to Janitorial work includes but is not limited to slip and falls, exposure to cleaning chemicals and solvents, hand or eye injuries, and electrical hazards from use of electrical powered equipment that could lead to minor and even serious injury or loss of life for the contractor and contractor employees. Contractor or contractor employees shall follow standard Safety and Security requirements such as notify law enforcement/Dial 911 when unauthorized or suspicious person(s) are seen on premises or break in suspected. If fire alarm goes off, exit building; call 911, and then call Contracting Officer Representative. Contractor is responsible for awareness of and compliance with all safety requirements of cleaning products proposed for use.

Safe Working Environment: The Contractor shall provide adequate first-aid supplies and equipment for the number of personnel and the type of operations at the site.

Accident Reporting: The Contractor shall report all accidents/injuries to the Contracting Officer Representative as soon as possible and assist and cooperate fully with the COR and other officials, as required, in the investigation of the accident.

Emergency Instructions: The Contractors shall post telephone numbers and reporting instructions for ambulance, physician, hospital, fire department, police, and hazardous spill-response agencies in a designated location and in a manner easily understood by contract personnel. This may include instructions in a language other than English.

Personnel Protective Equipment (PPE): The Contractor shall provide its personnel with PPE as required by the nature of the assigned activities. The PPE given for use must meet requirements of NIOSH, MSHA, and ANSI where applicable. The Contractor shall inspect and maintain PPE before use and on a periodic basis to ensure safe operation. As appropriate, personal items must be cleaned, sanitized, and repaired, before being issued to another individual.

Prevention of Personal Injury/Property Damage: The Contractor shall implement all reasonable actions to prevent personal injury to its employees or occupants, and or damage to property.

Environmental compliance and hazardous materials: Prior to the starting date of the contract, the Contractor shall submit to the Contracting Officer Representative a list giving the name of the manufacturer, the brand name, and Material Safety Data Sheets (MSDS) with the intended use of each of the materials the Contractor proposes to use in the performance of the work. (If to be stored at the facility) Contractor shall not use any materials which the Contracting Officer Representative determines to be unsuitable for said purpose, or harmful to the surfaces to which it is to be applied.

Personnel

Access to a Government facility shall be limited to only those individuals employed by the Contractor. Contractor shall not admit others to the building. The Government reserves the right to remove any Contractor employee or awardee that is, in the Government's estimation, a security risk for the Government.

The personnel employed by the Contractor shall be trained and qualified in the services required under this contract.

Standards of Conduct: The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government equipment (i.e. telephone, computer, copier, printer). Each employee is expected to adhere to standards of behavior that reflect favorably on his/her employer, and the Federal Government.

No smoking is allowed in the building.

The Contractor is strictly prohibited from having any non-employee persons on the premises (including the parking areas) to either work or accompany the contract-employee during the performance of this contract. The Contractor or employees shall not bring children to the premises while the work is being performed.

The Contracting Officer or his/her representative may request the Contractor to immediately remove any employee(s) from the work site. The Contractor must comply with any removal request. The Contractor is responsible for providing replacement employee(s) in cases where contract employee(s) are removed from working at the work site or on the contract.

For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- Violation of Federal, State, or local law.
- Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives, or items intended to be used to fabricate an explosive or incendiary device.
- Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance, or cooperate in upholding the integrity of the security program at the work site.
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, or actions, fighting, or participation in disruptive activities, which interferes with the normal efficient operations of the Government.
- Theft, vandalism, immoral conduct, or any other criminal actions.
- Selling consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects while in or on Federally-controlled property.

- Unauthorized use of communication equipment on Government property.
- Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

Miscellaneous Requirements for Contractor

The Contractor or the Contractor's employees shall not use government property in any manner for any personal advantage, business gain or other personal endeavor.

Contractor shall not use telecommunications equipment except in emergencies to dial 911.

Contractor or contractor employee shall not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.

Contractor or contractor employee shall not turn off, or unplug, Government equipment without prior approval by COR.

Contractor or contractor employees shall report any noted hazardous conditions or items in need of repair such as inoperative lights, broken windows or doors, torn carpets, leaking sinks or toilets, etc. Any observed hazardous material, or Universal Waste materials, in trash or recycling receptacles shall be reported to the COR.

Contractor or contractor employees shall turn in lost and found articles to the COR.

Quote Proposal Format

Quote proposals may be submitted by hardcopy or e-mail; **however fax copies are not acceptable**. It is the contractor's responsibility to ensure proposals are received on time.

E-mail proposals: Submit to chowick@fs.fed.us. Consolidate proposal into one PDF document. If submitting via e-mail please note the file size limitations, formatting, or other problems may hamper receipt so please verify that the contracting officer has received your quote.

Hardcopy proposals: Proposals can be mailed by postal service or sent by courier service such as UPS or FedEx to the office street address.

Evaluation and Award Determination

Quote proposals will be evaluated in accordance with FAR 13.106-2, evaluation under simplified acquisition threshold.

The Government reserves the right to award to the offeror providing the best value, the Government award may not necessarily be made to the offeror submitting the lowest quote. Award will be made to the offeror(1) whose proposal is technically acceptable and (2) whose technical/cost relationship are most advantageous to the Government Evaluation factors other than cost or price, when combined, are approximately equal to cost or price in the award decision.

Technical Evaluation Factors

The following factors will be used in the technical evaluation process, listed in descending order of importance. Information should be provided for the general contractor and major subcontractors.

1. Past Performance: the degree to which an offeror satisfied its customers in terms of adherence to specifications, quality control, timely performance, effectiveness of management, compliance with labor standards and compliance with safety standards. The Government may also obtain performance information of other contracts not referenced by the offeror.
2. Experience: the contractor's experience will be evaluated on the basis of its breadth, depth, and relevance to the work require under the prospective contract.
3. Use of Bio-Based Products: the contractor's demonstrate commitment to use the bio-based products.

Submission Requirements:

- ✓ SF-1449 Form with Contractor name, address, phone number, DUNS number
- ✓ Price schedule, fully completed for all five years
- ✓ Representation and Certifications:
- ✓ Bio-based Product Information. Identify the bio-based products to be purchased and used under this contract. Document under Relevant Experience contractor's prior experience, if any, in purchasing, using, and reporting bio-based products used in Federal contracts.
- ✓ Offeror's Relevant Experience. Provide a Relevant Experience Input form for at least four of the contractor's relevant contracts performed over the past 3 years. The most relevant contracts would be those performed for government agencies in similar-size or larger buildings.
- ✓ AGAR Advisory 104 A

Exhibits:

- A Quality Assurance Surveillance Plan (QASP)
- B Wage Determination 205-2133 Rev.12 (6/19/2013)
- C Experience & Equipment Questionnaire
- D AGAR 104 A
- E Quality Assurance Inspection Report
- F Map of Work Station Areas

2.8 PREWORK CONFERENCE

After notice of award and prior to start of work, a pre-work meeting will be determined to preview the contract provision, requirements, special considerations and the Contractor's plan for project completion. The contractor will be contacted regarding a mutually agreeable meeting date, time and place.

2.9 IDENTIFICATION OF CONTRACTOR AND CONTRACTOR EMPLOYEES

All contract personnel are required to identify themselves as contractors. When working in any situation where their contractor status is not obvious to third parties, they must make their status known to avoid creating an impression that they are Government employees.

2.10 PAYMENT DOCUMENTATION AND PROCESS (32.905)

- (a) General. Payment will be based on receipt of a proper invoice and satisfactory contract performance.
- (b) Content of invoices.

(1) A proper invoice must include the following items (except for interim payments on cost reimbursement contracts for services):

- (i) Name and address of the contractor.
- (ii) Invoice date and invoice number. (Contractors should date invoices as close as possible to the date of mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for Prompt Payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The contractor must include its TIN on the invoice only if required by agency procedures. (See 4.9 TIN requirements.)
- (ix) Electronic funds transfer (EFT) banking information.

- (A) The contractor must include EFT banking information on the invoice only if required by agency procedures.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the contractor must have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(2) An interim payment request under a cost-reimbursement contract for services constitutes a proper invoice for purposes of this subsection if it includes all of the information required by the contract.

(3) If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt (3 days on contracts for meat, meat food products, or fish; 5 days on contracts for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. If such notice is not timely, then the designated billing office must adjust the due date for the purpose of determining an interest penalty, if any.

(c) Authorization to pay. All invoice payments, with the exception of interim payments on cost-reimbursement contracts for services, must be supported by a receiving report or other Government documentation authorizing payment (e.g., Government certified voucher). The agency receiving official should forward the receiving report or other Government documentation to the designated payment office by the 5th working day after Government acceptance or approval, unless other arrangements have been made. This period of time does not extend the due dates prescribed in this section. Acceptance should be completed as expeditiously as possible. The receiving report or other Government documentation authorizing payment must, as a minimum, include the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date that the designated Government official-- Accepted the supplies or services; or
- (6) Signature, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

(d) Billing office. The designated billing office must immediately annotate each invoice with the actual date it receives the invoice.

(e) Payment office. The designated payment office will annotate each invoice and receiving report with the actual date it receives the invoice.

2.11 RENEWAL OF OPTIONS

This contract may be renewed at the option of the Government for four (4) one-year renewals at the same terms and conditions stated in the original contract, provided the Contractor is given written preliminary notice of its intent to extend at least 60 days before the end of the original contract term or any renewal term. The preliminary notice does not commit the Government to an extension, but a purchase will be the awarding document.

2.12 GOVERNMENT POINTS OF CONTACT (POC)

Contracting Officer/CO:

Christine Howick
Utah Acquisition Support Center
2222 West 2300 South
Salt Lake City, UT 84119-2020
Phone: 801-975-3725
E-mail Address: chowick@fs.fed.us

Contracting Officer's Representative/COR:

Laura Dunning, Administrative Support Assistant
Ogden Field Office
4746 South 1900 East
Ogden, UT 84401-4450
Phone: 801-476-9720 x210
E-mail Address: ldunning@fs.fed.us

2.14 PRE-BID INSPECTION AND TOUR

A pre-bid inspection is available at the Beus Canyon Work Center. Contact Laura Dunning at 801-476-9720 ext. 210 for an appointment.

Contractors are advised to inspect the site and fully inform themselves as to the location of the work, verify measurements of areas to be cleaned and the conditions under which the work is to be performed prior to submitting quotation. Failure to do so will not relieve the successful offeror of their responsibility under resultant contract.

3.1 FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE. (AUG 1996)

(a) *Definition:* “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of Clause)

4.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.aarnet.gov/far
(End of clause)_

4.2 52.242-15 STOP-WORK ORDER. (AUG 1989)_

4.3 52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

4.4 452.211-75 EFFECTIVE PERIOD OF THE CONTRACT. (FEB 1988)

The effective period of this contract is from March 1, 2014 through February 28, 2015, excluding possible option years.

(End of Clause)

5 - CONTRACT ADMINISTRATION DATA

5.1. Payments will be made in accordance with the terms and conditions of this contract.

5.2. PAYMENT WILL BE MADE BY:

The National Finance Center
PO Box 60000
New Orleans, LA 70160-0001

5.3 AGAR 452.215-73 POST AWARD CONFERENCE. (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 10 days after the date of contract award. The conference will be held at a place and time to be determined between contractor and agency.

(End of Clause)

6 - SPECIAL CONTRACT REQUIREMENTS

6.1 AGAR 452.237-74 KEY PERSONNEL. (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: **Project Manager**
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(End of Clause)

7 - CONTRACT CLAUSES

7.1 CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far

(End of clause)

FAR 52.202-1 DEFINITIONS. (NOV 2013)

FAR 52.203-3 GRATUITIES. (APR 1984)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS (SEP 2013)

FAR 52.223-6 DRUG FREE WORKPLACE. (MAY 2001)

FAR 52.232-1 PAYMENTS. (APR 1984)

FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)

FAR 52.232-11 EXTRAS. (APR 1984)

FAR 52.232-17 INTEREST. (OCT 2010)

FAR 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

FAR 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

FAR 52.233-1 DISPUTES. (JUL 2002) Alternate I (DEC 1991)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)

FAR 52.243-1 CHANGES – FIXED-PRICE. (AUG 1987) Alternate II

FAR 52.245-1 GOVERNMENT PROPERTY. (APR 2012)

FAR 52.245-9 USE AND CHARGES. (APR 2012)

FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

AGAR 452.237-75 RESTRICTION AGAINST DISCLOSURE. (FEB 1988)

FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER. (JUL 2013)

(a) Definition. Data Universal Numbering System (DUNS) number, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (Jul 2013)

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database; and
- (2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
- (4) The Government has marked the record “Active”.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days of contract expiration**.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **60 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years and 6 months**.

(End of clause)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class Monetary Wage - Fringe Benefits

GS 6

\$17.07

(End of clause)

FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION. (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the

offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.
(End of provision)

FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)

- (a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—
 - (1) The product cannot be acquired—
 - (i) Competitively within a time frame providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
 - (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:
 - (i) Spacecraft system and launch support equipment.
 - (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.
- (b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.
- (c) In the performance of this contract, the Contractor shall—
 - (1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
 - (2) Submit this report not later than—
 - (i) October 31 of each year during contract performance; and
 - (ii) At the end of contract performance.

(End of clause)

FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond **March 31, 2015**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **March 31, 2015**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

FAR 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES. (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause include keys and entrance code to access buildings, dumpster for refuse and a dumpster for recycling materials, assorted cleaning equipment including mops, brooms and vacuums.

FAR 52.246-20 WARRANTY OF SERVICES. (MAY 2001)

(a) *Definition.*

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor **within 48 hours of noting the defect or nonconformance**. This notice shall state either -

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)
AGAR 452.209 – 71 (Alternate 1) ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

(a) This award is subject to the provisions contained in section 433 and 434 of the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434, as amended and/or subsequently enacted.

(End of Clause)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (NOV 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (11) [Reserved]

X (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

___ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Nov 2013) (E.O. 13126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

___ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Nov 2012) of 52.225-3.

- ___ (41) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- ___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X** (48) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (49) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (52) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- X** (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- X** (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- X** (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- X** (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- ___ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).
- ___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- ___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

[Class Deviation- 2009-O0005, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. This clause deviation is effective on May 1, 2009, and remains in effect until April 30, 2014, or until otherwise rescinded.]

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (Aug 2011) (DEVIATION)

(a) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) Reserved

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

8.1

Exhibit No.	Description	Pages
A	Quality Assurance Surveillance Plan	4
B	Wage Determination – WD05-2531 (Rev. -13) was first posted on www.dol.gov on 06/25/2013	8
C	Experience and Equipment Questionnaire (Contractor required to fill out and return with any offer submitted)	1
D	AGAR Advisory (Contractor required to fill out and return with any offer submitted)	1
E	Quality Assurance Inspection Report	1
F	Map of Work Center Station	1

9 - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

9.1 FAR 52.212-3 Offeror Representations and Certifications-Commercial Items. (NOV 2013)

The following representation and certifications must be completed as a part of the quote. The terms bid or bidders or offer or offeror as they appear in the following shall be construed to mean quote or quoter as appropriate.

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[*List as necessary*]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

9.2 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION. (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): **All**

- NAICS Code **561720**

- Size Standard **\$16.5**

(End of provision)

10 - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

10.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far

(End of clause)

10.2 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (JUL 2013)

10.3 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a **Fixed Price Service** contract resulting from this solicitation.

(End of provision)

10.4 FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**Utah Acquisition Support Center
ATTN: Christine Howick, Purchasing Agent
2222 West 2300 South
Salt Lake City, UT 84119-2020**

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (End of provision)

10.5 FAR 52.237-1 SITE VISIT. (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

10.6 AGAR 452.204-70 INQUIRIES. (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

(End of provision)

10.8 INSTRUCTIONS FOR THE PREPARATION OF PROPOSAL

Technical Proposal Instructions. The proposal shall be evaluated in accordance with the evaluation criteria listed in Section 11. To assist in the evaluation of proposals, an offeror shall submit the following information:

Technical Capability Narrative

- Description of technical capability offered and experience performing similar projects
- Technical approach summarizing contractor's strategy to accomplish the work
- List of Key personnel and description of their technical abilities, training, experience, education
- List of Subcontractors, if applicable, and the type of work they will be performing

If the offeror intends to subcontract major portions of the work, it shall submit worksheets from its principal subcontractors.

Past Performance List and Narratives

To assist in the evaluation, submit a Past Performance List of recent or current projects similar to this project and shall provide a brief narrative describing—

- (1) the similarities between that project and this effort;
- (2) the offeror's role in the project;
- (3) information on problems encountered during performance;
- (4) the offeror's corrective solutions to those problems; and

Worksite Safety Narrative

- Description of Safety Plan
- Safety Record over the past 3 years, including explanation of any numbers or ratings.

Cost or Pricing Instructions. Pricing must be submitted separate from the Technical Proposal. Offerors shall fill out the Schedule of Items in Section 1.

11- EVALUATION FACTORS FOR AWARD

11.1 EVALUATION PROCESS

A contract will be awarded to the lowest-priced technically acceptable offeror. Proposals will be evaluated for acceptability but will not be ranked using the non-cost/price factors. In order to be eligible for award, offerors must receive a rating of “acceptable” in every non-price factor/subfactor. In the interest of economy and efficiency, the Government will start by evaluating the technical proposal of the lowest-priced offeror and will award to that offeror if the technical proposal is rated “technically acceptable”. If the lowest offeror receives a rating of “unacceptable” in any of the non-cost factors, the Government will then move on to evaluating the technical proposal of the next lowest offeror and so on until a proposal is rated “technically acceptable”. Therefore, the technical proposals of the non-low price offerors may or may not be evaluated.

The following factors and subfactors will be used to determine technical acceptability:

Factor #1: Past Performance

Subfactor #1: Technical Capability and Approach

In order to receive a rating of “acceptable” for this subfactor, proposal must, at a minimum, demonstrate adequate technical capability and provide a satisfactory technical approach to accomplish the work.

Subfactor #2: Experience

In order to receive a rating of “acceptable” for this subfactor, offeror must, at a minimum provide resumes for all key personnel and subcontractors indicating at least three (3) years of experience in current role on same/similar projects.

Subfactor #3: Worksite Safety

In order to receive a rating of “acceptable” for this subfactor, offeror must, at a minimum provide a Safety plan and have a satisfactory safety record with no more than one safety incident in the past three (3) years.

Factor #2: Experience

Subfactor #1: Recency and relevancy of present/past performance in relation to this effort

In order to receive a rating of “acceptable” for this subfactor, offeror must, at a minimum provide past experience on similar type projects. The past experience should indicate successes of the contractor in completing similar type work projects.

The Government considers “recent” present/past performance to be within the past 3 years

The Government considers “relevant” present/past performance to be present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Subfactor #2: How well the offeror performed on relevant contracts

In order to meet the minimum requirements for a rating of “acceptable” for this subfactor, the contractor must submit references from past projects as listed above.

Factor #3: Use of Biobased Products

The Government may also use past performance information obtained from other than the sources identified by the offeror. Information obtained from the Past Performance Information Retrieval System (PPIRS) database located at <http://www.ppirs.gov> is one of the sources that will be utilized. PPIRS functions as the central warehouse for performance assessment reports received from several Federal performance information collection systems and is sponsored by the DOD E-Business Office and administered by the Naval Sea Logistics Center Detachment Portsmouth.

NOTE: In accordance with FAR 15.305 (a)(2)(iv)), in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” will be considered “acceptable.”

PRICE: Award will be made to the lowest priced offeror that is evaluated as “acceptable” for all non-price factors.

Exhibit A - QASP

QUALITY ASSURANCE SURVEILLANCE PLAN

(QASP)

**FOR SUPPORT OF
Forest Health Protection – Ogden Field Office
Beus Canyon Work Station**

Issued February 2014

TABLE OF CONTENTS

1.0 INTRODUCTION.....1

2.0 PURPOSE.....1

3.0 ROLES AND RESPONSIBILITIES.....1

 3.1 The Contracting Officer.....1

 3.2 The Contracting Officer’s Technical Representative.....2

4.0 METHODS OF SURVEILLANCE.....2

 4.1 Surveillance Techniques.....2

 4.2 Customer Feedback.....2

5.0 DOCUMENTATION

 5.1 Quality Assurance File.....2

 5.2 Contractor Performance Assessment Report System (CPARS).....2

6.0 RESOLVING PERFORMANCE ISSUES.....2

 6.1 Actions to Remedy Unacceptable Performance.....2

 6.2 Problem Resolution.....2

QUALITY ASSURANCE SURVEILLANCE PLAN - (QASP)

1.0 INTRODUCTION

This quality assurance surveillance plan (QASP) is pursuant to the requirements listed in the performance work statement (PWS) entitled Janitorial Services (Beus Canyon Work Station) Ogden Field Office. The Contractor shall provide janitorial services.

This QASP sets forth the procedures and guidelines Forest Service will use in ensuring the required performance standards or services levels are achieved by the Contractor.

2.0 PURPOSE

2.1 The purpose of the QASP is to provide Government *surveillance* oversight of the Contractor's quality control efforts to *assure* that they are timely, effective and is delivering the tasks specified in the contract. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the PWS and the Contractor's quality control plan (QCP), and to ensure that the government pays only for the level of services received. The required performance standards and/or quality levels are included in the PWS and in Attachment 1, "Performance Requirements Summary." If the Contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the contract.

2.2 This QASP defines the roles and responsibilities of all members of the integrated project team (IPT), identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

2.3 The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract. The QASP is not intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

3.0 ROLES AND RESPONSIBILITIES

3.1 The Contracting Officer

The contracting officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Contracting Officer's Representative (COR) and the Contractor. The CO will designate one full-time COR as the government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the Contractor's performance, and must be identified and designated by the CO.

3.2 The Contracting Officer's Representative

The contracting officer's representative (COR) is designated in writing by the CO to act as his or her authorized representative to assist in administering a contract. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper government surveillance of the Contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the Contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the Contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

4.0 METHODS OF QA SURVEILLANCE

4.1 Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate Contractor performance when appropriate. The primary methods of surveillance are:

- **Customer Feedback** – Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the COR. The COR shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file. The COR shall also keep the tabulated results of all customer satisfaction surveys on file and shall enter the summary results into the Quality Assurance Checklist.

- **Random Checks/Inspections on Completion of Workload Taskings** – Random checks will be conducted to ensure compliance with the intent of the Performance Work Statement and common commercial practices. The COR will conduct the random monitoring.

4.2 Customer Feedback

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints and investigate using the Quality Assurance Checklist.

Customer feedback may also be obtained either from the results of formal customer satisfaction surveys.

5.0 DOCUMENTATION

5.1 Quality Assurance File

The COR will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function, including the originals of all Surveillance Activity Checklists. All such records will be retained for the life of this contract. The COR shall forward these records to the Contracting Officer monthly, unless otherwise requested.

5.2 Contractor Performance Assessment Report System (CPARS) – Not applicable to this contract

An evaluation will be submitted through CPARS at the end of each year of performance. This evaluation will be one determinant in exercising an option. The COR will address the quality of the service, schedule, cost control and customer service and other important areas. As this information may affect future source selections throughout the Government, the annual evaluation will be used as an additional performance oversight and communication tool with the QASP.

6.0 RESOLVING PERFORMANCE ISSUES

6.1 Actions to Remedy Unacceptable Performance

When performance is deemed unacceptable, the COR will so inform the Contractor's on-site representative. Disputes should be referred to the CO for resolution. If any services do not conform to contract requirements, the Government may require the Contractor to re-perform the services to conform with contract requirements at no additional cost to the government. When sub-par performance cannot be corrected by re-performance, the Government may:

- Seek monetary or any other negotiated form of consideration, as well as require the Contractor to take action to reasonably ensure future performance conforms to contract requirements.
- By separate contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service.
- Issue Cure Notice.
- Issue Show Cause.
- Terminate the contract for government convenience.
- Terminate the contract for cause.

6.2 Problem Resolution

The COR, CO and Contractor should jointly formulate tactical and long-term courses of action. Decisions regarding changes to metrics, thresholds, or service levels should be clearly documented. Changes to service levels, procedures, and metrics will be incorporated as a bilateral contract modification.

Exhibit B – WAGE DETERMINATION

WD 05-2531 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2531
Director	Wage Determinations		Revision No.: 13
			Date Of Revision: 06/19/2013

State: Utah

Area: Utah Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.81
01012 - Accounting Clerk II		14.38
01013 - Accounting Clerk III		16.09
01020 - Administrative Assistant		18.47
01040 - Court Reporter		19.50
01051 - Data Entry Operator I		11.89
01052 - Data Entry Operator II		12.98
01060 - Dispatcher, Motor Vehicle		16.80
01070 - Document Preparation Clerk		14.10
01090 - Duplicating Machine Operator		14.10
01111 - General Clerk I		11.54
01112 - General Clerk II		12.59
01113 - General Clerk III		14.13
01120 - Housing Referral Assistant		16.51
01141 - Messenger Courier		11.64
01191 - Order Clerk I		12.93
01192 - Order Clerk II		14.11
01261 - Personnel Assistant (Employment) I		14.71
01262 - Personnel Assistant (Employment) II		16.45
01263 - Personnel Assistant (Employment) III		18.35
01270 - Production Control Clerk		17.99
01280 - Receptionist		10.46
01290 - Rental Clerk		11.44
01300 - Scheduler, Maintenance		13.23
01311 - Secretary I		13.23
01312 - Secretary II		14.80
01313 - Secretary III		16.51
01320 - Service Order Dispatcher		14.95
01410 - Supply Technician		18.43
01420 - Survey Worker		12.10
01531 - Travel Clerk I		12.39
01532 - Travel Clerk II		13.15
01533 - Travel Clerk III		13.78
01611 - Word Processor I		13.94
01612 - Word Processor II		15.88
01613 - Word Processor III		17.61
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.06
05010 - Automotive Electrician		18.09
05040 - Automotive Glass Installer		17.17
05070 - Automotive Worker		17.14
05110 - Mobile Equipment Servicer		15.24
05130 - Motor Equipment Metal Mechanic		18.82
05160 - Motor Equipment Metal Worker		17.14
05190 - Motor Vehicle Mechanic		17.82
05220 - Motor Vehicle Mechanic Helper		14.11

05250 - Motor Vehicle Upholstery Worker	16.19
05280 - Motor Vehicle Wrecker	17.14
05310 - Painter, Automotive	18.09
05340 - Radiator Repair Specialist	17.14
05370 - Tire Repairer	12.41
05400 - Transmission Repair Specialist	18.46
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.60
07041 - Cook I	10.72
07042 - Cook II	12.42
07070 - Dishwasher	8.06
07130 - Food Service Worker	8.28
07210 - Meat Cutter	13.77
07260 - Waiter/Waitress	9.23
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.05
09040 - Furniture Handler	12.27
09080 - Furniture Refinisher	17.05
09090 - Furniture Refinisher Helper	12.86
09110 - Furniture Repairer, Minor	14.77
09130 - Upholsterer	17.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.62
11060 - Elevator Operator	9.62
11090 - Gardener	13.88
11122 - Housekeeping Aide	9.99
11150 - Janitor	9.99
11210 - Laborer, Grounds Maintenance	10.72
11240 - Maid or Houseman	8.86
11260 - Pruner	10.07
11270 - Tractor Operator	12.94
11330 - Trail Maintenance Worker	10.72
11360 - Window Cleaner	11.14
12000 - Health Occupations	
12010 - Ambulance Driver	14.67
12011 - Breath Alcohol Technician	14.74
12012 - Certified Occupational Therapist Assistant	20.78
12015 - Certified Physical Therapist Assistant	18.90
12020 - Dental Assistant	13.03
12025 - Dental Hygienist	30.54
12030 - EKG Technician	23.74
12035 - Electroneurodiagnostic Technologist	23.74
12040 - Emergency Medical Technician	14.67
12071 - Licensed Practical Nurse I	14.56
12072 - Licensed Practical Nurse II	16.29
12073 - Licensed Practical Nurse III	18.17
12100 - Medical Assistant	12.85
12130 - Medical Laboratory Technician	13.99
12160 - Medical Record Clerk	12.64
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	14.45
12210 - Nuclear Medicine Technologist	31.97
12221 - Nursing Assistant I	10.00
12222 - Nursing Assistant II	11.24
12223 - Nursing Assistant III	12.26
12224 - Nursing Assistant IV	13.77
12235 - Optical Dispenser	15.17
12236 - Optical Technician	12.73
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	13.77
12305 - Radiologic Technologist	21.51
12311 - Registered Nurse I	22.82
12312 - Registered Nurse II	27.91
12313 - Registered Nurse II, Specialist	27.91
12314 - Registered Nurse III	33.76
12315 - Registered Nurse III, Anesthetist	33.76
12316 - Registered Nurse IV	40.47

12317 - Scheduler (Drug and Alcohol Testing)	18.69
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.49
13012 - Exhibits Specialist II	20.44
13013 - Exhibits Specialist III	25.00
13041 - Illustrator I	18.72
13042 - Illustrator II	23.20
13043 - Illustrator III	28.30
13047 - Librarian	22.73
13050 - Library Aide/Clerk	10.45
13054 - Library Information Technology Systems Administrator	20.53
13058 - Library Technician	13.18
13061 - Media Specialist I	14.81
13062 - Media Specialist II	16.57
13063 - Media Specialist III	18.48
13071 - Photographer I	15.59
13072 - Photographer II	17.59
13073 - Photographer III	21.61
13074 - Photographer IV	26.44
13075 - Photographer V	31.98
13110 - Video Teleconference Technician	16.34
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.11
14042 - Computer Operator II	16.90
14043 - Computer Operator III	19.95
14044 - Computer Operator IV	21.75
14045 - Computer Operator V	24.10
14071 - Computer Programmer I	(see 1) 23.80
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.59
14160 - Personal Computer Support Technician	21.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.89
15020 - Aircrew Training Devices Instructor (Rated)	38.58
15030 - Air Crew Training Devices Instructor (Pilot)	42.72
15050 - Computer Based Training Specialist / Instructor	31.89
15060 - Educational Technologist	22.83
15070 - Flight Instructor (Pilot)	42.72
15080 - Graphic Artist	19.67
15090 - Technical Instructor	18.64
15095 - Technical Instructor/Course Developer	22.82
15110 - Test Proctor	15.04
15120 - Tutor	15.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.04
16030 - Counter Attendant	9.04
16040 - Dry Cleaner	12.02
16070 - Finisher, Flatwork, Machine	9.04
16090 - Presser, Hand	9.04
16110 - Presser, Machine, Drycleaning	9.04
16130 - Presser, Machine, Shirts	9.04
16160 - Presser, Machine, Wearing Apparel, Laundry	9.04
16190 - Sewing Machine Operator	12.90
16220 - Tailor	13.67
16250 - Washer, Machine	10.09
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.68
19040 - Tool And Die Maker	21.89
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.31
21030 - Material Coordinator	18.38

21040 - Material Expediter	18.38
21050 - Material Handling Laborer	11.67
21071 - Order Filler	11.96
21080 - Production Line Worker (Food Processing)	14.31
21110 - Shipping Packer	13.08
21130 - Shipping/Receiving Clerk	13.08
21140 - Store Worker I	10.83
21150 - Stock Clerk	15.07
21210 - Tools And Parts Attendant	14.31
21410 - Warehouse Specialist	14.31
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.76
23021 - Aircraft Mechanic I	24.30
23022 - Aircraft Mechanic II	25.76
23023 - Aircraft Mechanic III	26.95
23040 - Aircraft Mechanic Helper	16.74
23050 - Aircraft, Painter	22.63
23060 - Aircraft Servicer	19.31
23080 - Aircraft Worker	20.59
23110 - Appliance Mechanic	18.84
23120 - Bicycle Repairer	12.41
23125 - Cable Splicer	25.98
23130 - Carpenter, Maintenance	17.48
23140 - Carpet Layer	16.82
23160 - Electrician, Maintenance	20.33
23181 - Electronics Technician Maintenance I	21.64
23182 - Electronics Technician Maintenance II	23.70
23183 - Electronics Technician Maintenance III	25.21
23260 - Fabric Worker	17.27
23290 - Fire Alarm System Mechanic	20.83
23310 - Fire Extinguisher Repairer	16.01
23311 - Fuel Distribution System Mechanic	23.58
23312 - Fuel Distribution System Operator	17.93
23370 - General Maintenance Worker	16.62
23380 - Ground Support Equipment Mechanic	24.30
23381 - Ground Support Equipment Servicer	19.31
23382 - Ground Support Equipment Worker	20.59
23391 - Gunsmith I	16.01
23392 - Gunsmith II	18.54
23393 - Gunsmith III	21.06
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.11
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	19.96
23430 - Heavy Equipment Mechanic	22.27
23440 - Heavy Equipment Operator	18.92
23460 - Instrument Mechanic	23.00
23465 - Laboratory/Shelter Mechanic	19.80
23470 - Laborer	11.11
23510 - Locksmith	16.75
23530 - Machinery Maintenance Mechanic	20.97
23550 - Machinist, Maintenance	18.47
23580 - Maintenance Trades Helper	13.08
23591 - Metrology Technician I	23.00
23592 - Metrology Technician II	24.38
23593 - Metrology Technician III	25.51
23640 - Millwright	22.04
23710 - Office Appliance Repairer	18.51
23760 - Painter, Maintenance	18.43
23790 - Pipefitter, Maintenance	21.59
23810 - Plumber, Maintenance	20.85
23820 - Pneudraulic Systems Mechanic	21.06
23850 - Rigger	21.06
23870 - Scale Mechanic	18.54
23890 - Sheet-Metal Worker, Maintenance	20.68
23910 - Small Engine Mechanic	17.46
23931 - Telecommunications Mechanic I	24.64

23932 - Telecommunications Mechanic II	26.12
23950 - Telephone Lineman	20.43
23960 - Welder, Combination, Maintenance	17.45
23965 - Well Driller	21.48
23970 - Woodcraft Worker	21.06
23980 - Woodworker	14.12
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.97
24580 - Child Care Center Clerk	12.45
24610 - Chore Aide	9.86
24620 - Family Readiness And Support Services Coordinator	11.70
24630 - Homemaker	13.78
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.82
25040 - Sewage Plant Operator	19.53
25070 - Stationary Engineer	25.82
25190 - Ventilation Equipment Tender	17.29
25210 - Water Treatment Plant Operator	19.53
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.44
27007 - Baggage Inspector	12.47
27008 - Corrections Officer	19.80
27010 - Court Security Officer	19.30
27030 - Detection Dog Handler	18.83
27040 - Detention Officer	19.80
27070 - Firefighter	18.02
27101 - Guard I	12.47
27102 - Guard II	18.83
27131 - Police Officer I	21.39
27132 - Police Officer II	23.69
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.98
28042 - Carnival Equipment Repairer	11.75
28043 - Carnival Equipment Worker	8.65
28210 - Gate Attendant/Gate Tender	14.59
28310 - Lifeguard	11.17
28350 - Park Attendant (Aide)	16.32
28510 - Recreation Aide/Health Facility Attendant	11.91
28515 - Recreation Specialist	16.29
28630 - Sports Official	13.00
28690 - Swimming Pool Operator	15.88
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.52
29020 - Hatch Tender	22.52
29030 - Line Handler	22.52
29041 - Stevedore I	20.98
29042 - Stevedore II	24.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.36
30022 - Archeological Technician II	18.37
30023 - Archeological Technician III	22.75
30030 - Cartographic Technician	22.75
30040 - Civil Engineering Technician	19.83
30061 - Drafter/CAD Operator I	17.36
30062 - Drafter/CAD Operator II	18.37
30063 - Drafter/CAD Operator III	20.48
30064 - Drafter/CAD Operator IV	24.96
30081 - Engineering Technician I	14.56
30082 - Engineering Technician II	16.34
30083 - Engineering Technician III	18.28
30084 - Engineering Technician IV	22.65
30085 - Engineering Technician V	27.71
30086 - Engineering Technician VI	32.84

30090 - Environmental Technician	20.38
30210 - Laboratory Technician	19.00
30240 - Mathematical Technician	22.75
30361 - Paralegal/Legal Assistant I	17.20
30362 - Paralegal/Legal Assistant II	21.32
30363 - Paralegal/Legal Assistant III	26.08
30364 - Paralegal/Legal Assistant IV	31.55
30390 - Photo-Optics Technician	22.75
30461 - Technical Writer I	20.95
30462 - Technical Writer II	25.64
30463 - Technical Writer III	31.00
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.48
30621 - Weather Observer, Senior	(see 2) 22.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.64
31030 - Bus Driver	15.04
31043 - Driver Courier	11.38
31260 - Parking and Lot Attendant	8.71
31290 - Shuttle Bus Driver	12.36
31310 - Taxi Driver	10.71
31361 - Truckdriver, Light	12.36
31362 - Truckdriver, Medium	16.84
31363 - Truckdriver, Heavy	18.99
31364 - Truckdriver, Tractor-Trailer	18.99
99000 - Miscellaneous Occupations	
99030 - Cashier	8.83
99050 - Desk Clerk	9.45
99095 - Embalmer	25.48
99251 - Laboratory Animal Caretaker I	10.19
99252 - Laboratory Animal Caretaker II	10.67
99310 - Mortician	33.91
99410 - Pest Controller	14.02
99510 - Photofinishing Worker	11.77
99710 - Recycling Laborer	16.98
99711 - Recycling Specialist	20.20
99730 - Refuse Collector	15.21
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	9.59
99830 - Survey Party Chief	18.63
99831 - Surveying Aide	13.27
99832 - Surveying Technician	16.93
99840 - Vending Machine Attendant	15.14
99841 - Vending Machine Repairer	18.30
99842 - Vending Machine Repairer Helper	15.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors

and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Exhibit C – Experience & Equipment Questionnaire

EXPERIENCE & EQUIPMENT QUESTIONNAIRE				
1. Contractor Name, Address, & Telephone Number				
EXPERIENCE				
3. How many years does <u>your business</u> have in the line of work contemplated by this solicitation?		4. How many years' experience in contracting has your business had as a: (a) Prime Contractor _____ (b) Sub-contractor _____ Is this time concurrent? [<input type="checkbox"/>] YES [<input type="checkbox"/>] NO		
5a. List Below all Janitorial Services projects you or your business has completed within the last three (3) years:				
Contract Amount	Type of Project	Date Completed	Name, Address & Telephone Number of Owner/Person to Contact for Information	
5b. List below the Projects that are incomplete:				
Contract No.	Dollar Amount of Award	Name, Address & Phone No. of Agency Involved	Percent Completed	Dated Completed
6a. Have you ever Failed to Complete any work awarded to you? [<input type="checkbox"/>] YES [<input type="checkbox"/>] NO				
6b. Has work ever been completed by performance bond? [<input type="checkbox"/>] YES [<input type="checkbox"/>] NO				
6c. If “yes” to either item 6a or 6b specify location(s), reason(s) why and COR: (Attach separate sheet of paper)				
EQUIPMENT				
7. Number of employees available for this project: a. Minimum No. of employees _____ & Maximum No. of employees _____ b. Are Employees regularly on your payroll? [<input type="checkbox"/>] YES [<input type="checkbox"/>] NO				
8. Specify Equipment available for this project (if required as part of the contract):				
9. Estimated Rate of Progress (such as 2.0 acres/man/day): Minimum Progress Rate: _____ & Maximum Progress Rate: _____				
10. List Experience of Employees intended to be used on this project:				
Individual Name	Present Position	Years of Exp.	Magnitude & Type of Work	
11. Did the offeror examine the area(s) for which this quote has been submitted? [<input type="checkbox"/>] YES [<input type="checkbox"/>] NO				
Certification: I certify that all of the statements made by me are complete and correct to the best of my knowledge. That any persons named as references area authorized to furnish the Forest Service with information needed to verify my capability to perform this project.				
Signature _____		Date _____		

Exhibit D

AGAR Advisory 104 A

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (Deviation 2012-01) (FEB 2012)

(Contractor is required to fill out this form and return with any quote submitted for this solicitation)

Alternate 1 (Feb 2012). The Contracting Officer shall use this alternate for all **Forest Service** solicitations above the micro-purchase threshold:

(a.) Awards made under this solicitation are subject to the provisions contained in section 433 and 434 in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

- (2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.
- (ii) Offeror has [], has not [] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.
- (3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Name of Company: _____

Name of Company Representative: _____

Signature of Representative: _____

Date: _____

Exhibit E
Quality Assurance Inspection Report
Janitorial Services – Beus Canyon Work Station

Inspector _____

Inspection Date _____

PERFORMANCE STANDARD	FREQUENCY	RATING	ACCEPTABLE QUALITY LEVEL (AQL)	COMMENTS
Clean Floors				
Vacuum Carpets and Rugs	Twice weekly		No more than 3 defects per month	
Steam Clean Carpets and Rugs	Twice annually		No more than 1 defect per year	
Sweep Hard Floor Surfaces	Twice weekly		No more than 3 defects per month	
Mop Floors	Twice weekly		No more than 3 defects per month	
Empty Trash Receptacles				
Trash Receptacles	Twice weekly		No more than 3 defects per month	
Clean Restrooms				
Clean Bathroom Fixtures	Twice weekly		No more than 3 defects per month	
Shower Stall	Twice weekly		No more than 3 defects per month	
Clean Mirrors	Twice weekly		No more than 3 defects per month	
Replenish Supplies	Twice weekly		No more than 3 defects per month	
Clean Break Room/Kitchen Area/Hallways/Conference Room				
Disinfect Conference Tables & Kitchen/Reception Counter Tops	Twice weekly		No more than 3 defects per month	
Clean Sink	Twice weekly		No more than 3 defects per month	
Other Miscellaneous Cleaning				
Clean Windows	Twice annually		No more than 1 defect per year	
Dusting	Twice annually		No more than 1 defect per year	

Reviewed with Contractor's Representative:

Representative's Signature _____

Date _____

Quality Assurance Inspection Report (cont.) Janitorial Services – Beus Canyon Work Station

PERFORMANCE CRITERIA AND RATINGS

Quality of Product/Service	Cost Control	Timeliness of Performance	Contracting/Business Relations
<ul style="list-style-type: none"> Compliance with contract requirements. Accuracy of reports. Appropriateness of personnel Technical Excellence. 	<ul style="list-style-type: none"> Current, accurate and complete billings. Relationship of negotiated costs to actuals. Cost containment initiatives. The number and cause of Change Orders issued. 	<ul style="list-style-type: none"> Met interim milestones. Responsive to technical direction. Responsiveness to contract change orders or administrative requirements. Completed on time including wrap-up, contract close-out, reporting responsibilities and contract administration. Whether liquidated damages were assessed. 	<ul style="list-style-type: none"> Creative strategies to serve the customer Responsive to contract requirements. Prompt notification of problems. Effective solutions to resolve problems and prevent recurrence. Reasonable, flexible and cooperative. Pro-Active. Whether contractor effectively implemented socio-economic programs.
0 = Unsatisfactory			
Nonconformances are compromising the achievement of contract requirements despite the use of Agency resources.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements despite the use of Agency resources.	Response to inquiries, technical service and administrative issues is not effective and responsive.
1 = Marginal			
Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require Agency resources to ensure achievement of contract requirements.	Delays require Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical service and administrative issues is sometimes effective and responsive.
2 = Satisfactory			
Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical service and administrative issues is usually effective and responsive.
3 = Excellent			
There are no quality problems.	There are no cost issues.	There are no delays.	Response to inquiries, technical service and administrative issues is effective and responsive.

NOTE: In those rare cases where the Contractor's performance clearly exceeds the performance level Excellent, a "plus" can be added to the Contractor's rating

Exhibit F – Map of Work Station Area

